

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE		PAGE OF PAGES 1 2	
2. AMENDMENT/MODIFICATION NO. AM-0007		3. EFFECTIVE DATE 5/18/04		4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO. (If applicable)
6. ISSUED BY US Army Engineer District, Honolulu Corps of Engineers, Bldg S-200 Fort Shafter, HI 96858-5440 Contract Specialist: Kent Tamai		7. ADMINISTERED BY (If other than Item 6)		CODE		
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code)			(x)	9A. AMENDMENT OF SOLICITATION NO. W9128A-04-R-0010		
			X	9B. DATED (SEE ITEM 11) 3/31/04		
				10A. MODIFICATION OF CONTRACT/ORDER NO.		
				10B. DATED (SEE ITEM 13)		
CODE		FACILITY CODE				
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS						
<p><input checked="" type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers <input checked="" type="checkbox"/> is extended, <input type="checkbox"/> is not extended.</p> <p>Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:</p> <p>(a) By completing Items 8 and 15, and returning ____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.</p>						
12. ACCOUNTING AND APPROPRIATION DATA (If required)						
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.						
(x)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.					
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).					
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:					
	D. OTHER (Specify type of modification and authority)					
<p>E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return ____ copies to the issuing office.</p>						
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)						
<p>Multiple Award Task Order Contract (MATOC) for Design-Build Construction Services and Design-Bid-Build Construction Services, Various Locations, Hawaii</p> <p>See Page 2 of 2 Pages</p>						
15A. NAME AND TITLE OF SIGNER (Type or print)			16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)			
15B. CONTRACTOR/OFFEROR		15C. DATE SIGNED		16B. UNITED STATES OF AMERICA		16C. DATE SIGNED
(Signature of person authorized to sign)				BY (Signature of Contracting Officer)		
NSN 7540-01-152-8070 PREVIOUS EDITION UNUSABLE			30-105		STANDARD FORM 30 (Rev. 10-83) Prescribed by GSA FAR (48 CFR) 53.243	

1. CHANGES TO THE SOLICITATION. Attached hereto are new and revised pages to the solicitation. The revision mark "(AM-0001)" is shown on each page.

a. REVISED PROVISIONS/CLAUSES/PAGES.

Following are revised pages to the solicitation. Changes are indicated in **bold** print. Although the entire sections are being re-issued under AM-0007, only the following pages/paragraphs/provisions/clauses changed in these sections.

Standard Form 1442 (receipt of proposal date extended)

Section 00100

Page 00100-11 (S.28.3 Penal Sum and Form of Bid Guarantee and S.36.2 Magnitude of the Proposed Project)

Section 00700

Page 00700-122 and 123 (Deleted S.28.10 Offer Guarantee, Included 52.228-1 Bid Guarantee)

Section 00800

Page 00800-19 and 20 (Deleted S-28.8 Performance and Payment Bonds)

Page 00800-26 (S-36.36 Minimum/Maximum Value (Multiple Award))

b. NEW PAGES.

The following pages are added to the solicitation.

Section 00900 – Pages A.10 through A.12

2. Amendment AM-0008 to be issued shortly.

3. The proposal due date is EXTENDED to May 21, 2004, 2:00 PM, Hawaii Standard Time.

SOLICITATION, OFFER, AND AWARD <i>(Construction, Alteration, or Repair)</i>	1. SOLICITATION NO.	2. TYPE OF SOLICITATION	3. DATE ISSUED	PAGE OF PAGES
	W9128A-04-R-0010	<input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)	31 Mar-2004	1 OF 5

IMPORTANT - The "offer" section on the reverse must be fully completed by offeror.

4. CONTRACT NO.	5. REQUISITION/PURCHASE REQUEST NO.	6. PROJECT NO.
	CTCKAT-FY04-0005	
7. ISSUED BY	CODE	8. ADDRESS OFFER TO
Contracting Division USAED, HONOLULU BLDG S230 FT SHAFTER, HI 96858-5440	W9128A	Contracting Division (CEPOH-CT-C) US Army Engineer District, Honolulu Bldg 230 Fort Shafter, Hawaii 96858-5440 (Deliver hand-carried proposals to Room 115, Bldg 200, Fort Shafter, Hawaii 96858-5440)
9. FOR INFORMATION CALL:	A. NAME KENT A. TAMAI	B. TELEPHONE NO. (Include area code) (NO COLLECT CALLS) 8008-438-9700

SOLICITATION

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".

10. THE GOVERNMENT REQUIRES PERFORMANCE OF THE WORK DESCRIBED IN THESE DOCUMENTS (Title, identifying no., date):

Multiple Award Task Order Contract (MATOC) for Design-Build Construction Services and Design-Bid-Build Construction Services, Various Locations, Hawaii

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11. The Contractor shall begin performance within _____ calendar days and complete it within _____ calendar days after receiving <input type="checkbox"/> award, <input type="checkbox"/> notice to proceed. This performance period is <input checked="" type="checkbox"/> mandatory, <input type="checkbox"/> negotiable. (See FAR 52.211-10)	
12A. THE CONTRACTOR MUST FURNISH ANY REQUIRED PERFORMANCE AND PAYMENT BONDS? (If "YES," indicate within how many calendar days after award in Item 12B.) <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	12B. CALENDAR DAYS 14
13. ADDITIONAL SOLICITATION REQUIREMENTS:	
A. Sealed offers in original and <u>6</u> copies to perform the work required are due at the place specified in Item 8 by <u>02:00 PM</u> (hour) local time <u>5/21/04</u> (date). If this is a sealed bid solicitation, offers will be publicly opened at that time. Sealed envelopes containing offers shall be marked to show the offeror's name and address, the solicitation number, and the date and time offers are due.	
B. An offer guarantee <input checked="" type="checkbox"/> is, <input type="checkbox"/> is not required.	
C. All offers are subject to the (1) work requirements, and (2) other provisions and clauses incorporated in the solicitation in full text or by reference	
D. Offers providing less than <u>60</u> calendar days for Government acceptance after the date offers are due will not be considered and will be rejected.	

When a small business subcontracting plan is required by FAR clause entitled, "SMALL BUSINESS SUBCONTRACTING PLAN", the minimum goal that will be accepted for subcontracting with Small Disadvantaged Business is five percent (5%).

[End of Statement]

S-2 ASBESTOS ABATEMENT (AUG 1996)

Asbestos abatement is part of the scope of work for the proposed contract. Refer to paragraphs entitled, "ASBESTOS --- (OCCUPATIONAL HEALTH AND ENVIRONMENTAL)" in Section 00800 and applicable sections of the technical specifications and drawings. The Contractor shall inform responsible representatives of their insurer(s)/surety(ies) that asbestos abatement is required for the proposed contract.

[End of Statement]

S-28.3 PENAL SUM AND FORM OF BID GUARANTEE

(Applicable to offers exceeding \$100,000)

Each offeror shall submit with its offer a separate bid guarantee using Standard Form 24, Bid Bond, with good and sufficient surety or sureties acceptable to the Government, or other security as provided in the clause entitled **BID GUARANTEE** in the CONTRACT CLAUSES section. This security shall be in the form of TWO MILLION, NINE HUNDRED SIXTEEN THOUSAND, SIX HUNDRED SIXTY-SEVEN DOLLARS (\$2,916,667).

Failure to submit a bid guarantee by the time and date set for receipt of proposals may be cause for rejection of a proposal, except as provided in provision 52.215-1, Instructions to Offerors--Competitive Acquisition.

[End of Statement]

S-36.2 MAGNITUDE OF THE PROPOSED PROJECT [FAR 36.204]

(a) Physical Characteristics:

Work will include general design and construction projects to include but not limited to such areas as civil, architectural, structural, mechanical, electrical, security, communications, asbestos removal and lead abatement.

(b) Estimated Price Range: The estimated price range of this work is:

A minimum of three awards will be made. The maximum dollar value that the Government will order under all of the contracts awarded will be \$175,000,000.00. There is no maximum amount per base or option period. **The guaranteed minimum quantity for the base and each option period of the contract is \$350,000.00 per contract awarded.**

[End of Statement]

(2) The Contractor shall insert the substance of paragraphs (a) through (e) of this clause, and this paragraph (h), in subcontracts that are at or below the simplified acquisition threshold in part 2 of the Federal Acquisition Regulation.
(End of clause)

252.247-7024 NOTIFICATION OF TRANSPORTATION OF SUPPLIES BY SEA (MAR 2000)

- (a) The Contractor has indicated by the response to the solicitation provision, Representation of Extent of Transportation by Sea, that it did not anticipate transporting by sea any supplies. If, however, after the award of this contract, the Contractor learns that supplies, as defined in the Transportation of Supplies by Sea clause of this contract, will be transported by sea, the Contractor—
- (1) Shall notify the Contracting Officer of that fact; and
 - (2) Hereby agrees to comply with all the terms and conditions of the Transportation of Supplies by Sea clause of this contract.
- (b) The Contractor shall include this clause; including this paragraph (b), revised as necessary to reflect the relationship of the contracting parties—
- (1) In all subcontracts under this contract, if this contract is a construction contract; or
 - (2) If this contract is not a construction contract, in all subcontracts under this contract that are for—
 - (i) Noncommercial items; or
 - (ii) Commercial items that—
 - (A) The Contractor is reselling or distributing to the Government without adding value (generally, the Contractor does not add value to items that it subcontracts for f.o.b. destination shipment);
 - (B) Are shipped in direct support of U.S. military contingency operations, exercises, or forces deployed in humanitarian or peacekeeping operations; or
 - (C) Are commissary or exchange cargoes transported outside of the Defense Transportation System in accordance with 10 U.S.C. 2643.

(End of clause)

52.228-1 Bid Guarantee (Sep 1996)

(a) Failure to furnish a bid guarantee in the proper form and amount, by the time set for opening of bids, may be cause for rejection of the bid.

(b) The bidder shall furnish a bid guarantee in the form of a firm commitment, *e.g.*, bid bond supported by good and sufficient surety or sureties acceptable to the Government, postal money order, certified check, cashier's check, irrevocable letter of credit, or, under Treasury Department regulations, certain bonds or notes of the United States. The Contracting Officer will return bid guarantees, other than bid bonds—

(1) To unsuccessful bidders as soon as practicable after the opening of bids; and

(2) To the successful bidder upon execution of contractual documents and bonds (including any necessary coinsurance or reinsurance agreements), as required by the bid as accepted.

(c) The amount of the bid guarantee shall be \$2,916,667.

(d) If the successful bidder, upon acceptance of its bid by the Government within the period specified for acceptance, fails to execute all contractual documents or furnish executed bond(s) within 10 days after receipt of the forms by the bidder, the Contracting Officer may terminate the contract for default.

(e) In the event the contract is terminated for default, the bidder is liable for any cost of acquiring the work that exceeds the amount of its bid, and the bid guarantee is available to offset the difference.

(End of Provision)

S-28.11 PERFORMANCE AND PAYMENT BONDS FOR INDEFINITE QUANTITY CONTRACTS
(JUN 2003)

Within fourteen (14) calendar days after the date of contract award, the contractor to whom award is made shall furnish the Government with two bonds, namely, a Performance Bond (Standard Form 25) and a Payment Bond (Standard Form 25-A), each with good and sufficient surety or sureties acceptable to the Government.

Within ten (10) calendar days following award of a task order, the contractor shall furnish the Government a Consent of Surety and Increase of Penalty to increase the amount of their existing bond. The amount shall be 100% of the individual task order award price. Any bonds furnished will be furnished by the Contractor to the Government prior to issuance of a Notice to Proceed by the Government.

[End of Statement]

S-28.7 REQUIRED INSURANCE (Dec 1993)

(The following is applicable when work is performed on a government installation.)

The minimum insurance requirements, pursuant to Section 00700, Contract Clause, "INSURANCE - - WORK ON A GOVERNMENT INSTALLATION" of this contract, are:

Workers' Compensation and Employer's Liability Insurance - Minimum coverage of \$100,000.

Comprehensive General Liability Insurance - Minimum coverage of \$500,000 per occurrence.

Automobile Liability Insurance

(1) Bodily Injury: Minimum coverage of \$200,000 per person and \$500,000 per occurrence.

(2) Property Damage: Minimum coverage of \$20,000 per occurrence.

The Contractor shall insert the substance of this clause in subcontracts under this contract that require work on a Government installation. The Certificate Holder for Subcontractors' Certificates of Insurance shall be the U.S. Army Engineer District, Honolulu, Fort Shafter, Hawaii 96858-5440. [FAR 28.306 and 28.307-2]

[End of Statement]

S-28.8 PERFORMANCE AND PAYMENT BONDS (OCT 1995)

(DELETED)

S-36.11 POSTERS AND NOTICES

Wage Rate, Equal Employment Opportunity, and Nondiscrimination in Employment Posters and Notices will be provided to the Contractor by the Contracting Officer. The Contractor shall mount these posters and notices, together with the wage determination decision, under weatherproof, transparent, protective covering, in one or more conspicuous places, as approved, and readily available to employees.

[End of Statement]

S-36.12 PROJECT SIGN

(As applicable, in accordance with individual task orders)

A project sign shall be fabricated and erected at a location designated by the Contracting Officer. The sign shall be constructed as shown on Drawing Nos. 40-21-01 or 40-21-07 and 40-21-06 - copies of which are provided at the end of this section. The sign shall be erected as soon as possible and within 15 days after the date of notice to proceed. Upon completion of the project, the sign shall be removed and disposed of.

[End of Statement]

S-36.14 AGGREGATE SOURCES

(As applicable, in accordance with individual task orders)

(a) Concrete aggregates can be produced from the approved sources listed below:

Ameron HC&D, Ltd., Kapaa Quarry, Kailua, Oahu, Hawaii
Grace Pacific Corp., Puu Makakilo Quarry, Oahu, Hawaii

(b) Concrete aggregates may be furnished from any of the above listed sources or at the option of the contractor may be furnished from any other source designated by the contractor and approved by the Contracting Officer, subject to the conditions hereinafter stated.

(c) After the award of the contract, the contractor shall designate in writing only one source or combination of sources from which he proposes to furnish aggregates. If the contractor proposes

any Optional Ordering Period shall revise and extend the current contract duration by an additional year. The Contracting Officer reserves the right to exercise an optional ordering period at any time during the currently established contract duration.

S-36.36 Minimum/Maximum Value (Multiple Award) (Oct 2002)

a. The maximum dollar value that the Government will order under all of the contracts awarded will be \$175,000,000. There is no maximum amount per base or option period. If the Government's requirements for services do not result in orders (under all of the contracts awarded) totaling the "maximum" amount, that event shall not constitute basis for an equitable adjustment under any contract.

b. The guaranteed minimum quantity in value of work which will be required under this contract, and which will be initiated by one or more task orders, for the base and each option period of the contract is \$350,000.00 per contract awarded.

S-36.5 TIME EXTENSIONS FOR UNUSUALLY SEVERE WEATHER

1. This provision specifies the procedure for determination of time extensions for unusually severe weather in accordance with the contract clause entitled DEFAULT (FIXED-PRICE CONSTRUCTION). In order for the Contracting Officer to award a time extension under this clause, the following conditions must be satisfied:

a. The weather experienced at the project site during the contract period must be found to be unusually severe, that is, more severe than the adverse weather anticipated for the project location during any given month.

b. The unusually severe weather must actually cause a delay to the completion of the project. The delay must be beyond the control and without the fault or negligence of the Contractor.

2. The following schedule of monthly anticipated adverse weather delays is based on National Oceanic and Atmospheric Administration (NOAA) or similar data for the project location and will constitute the base line for monthly weather time evaluations. The Contractor's progress schedule must reflect these anticipated adverse weather delays in all weather dependent activities.

MONTHLY ANTICIPATED ADVERSE WEATHER DELAY
WORK DAYS BASED ON **01 DAY WORK WEEK

JAN FEB MAR APR MAY JUN JUL AUG SEP OCT NOV DEC

(SEE THIS SECTION'S APPENDIX A)

SECTION 00900
RESPONSES TO QUESTIONS
SUBMITTED BY PLANHOLDERS
FOR
RFP NO. W9128A-04-R-0010

Q31. From Jeff Tompson, Triton Marine Construction, e-mail dated 5/14/04:

Item 4 on the bid schedule requires the contractor to fill in cost per day for contract management personnel. (Program Manager, Contractor Quality Control System Manager and Contract Safety Officer). If this cost is already included in Item 3. (Home Office Overhead) can these costs be listed as \$0.00 dollars without penalty of "lowballing" or not having a full understanding of the RFP? Is it a requirement that the contractor's Program Manager and Contract Safety Officer will have no other duties and be stationed in Hawaii?

A31. As indicated in Paragraph 2.3 of Section 00120, "Offerors are required to provide data addressing all stated factors. If an Offeror does not have data relating to a specific factor, it shall be clearly stated. The Contracting Officer may use discretion in reasonably applying evaluation standards where Offerors provide information to explain or justify deviation from selection criteria listed in the solicitation. Offerors that do not address all factors may be considered non-responsive and may not receive further consideration." It is highly recommended that Offerors separate costs and not include blank or \$0.00 figures in their Proposal Schedule.

There are no requirements that the Program Manager or Contract Safety Officer be stationed in Hawaii. The Contract Safety Officer (Safety and Health Manager), however, should have no other duties.

Q32. From Fred Thornhill, Miller Watts Constructors, e-mail dated 4/12/04:

Section 00120 of the specifications page 00120-4, subsection 2.4 Volume I, Non Price Proposal: This paragraph addresses proposed joint venture partners, and legal binding teaming agreements. My question is: If an offerer has a binding teaming agreement with a subcontractor will the subcontractors experience be considered? Or will only the experience of joint venture teams be considered. Binding teaming agreements usually only apply to prime contractor and a sole source subcontractor. Joint Venture companies would have a Joint Venture contract as the Joint Venture is a stand alone entity.

A32. A binding agreement or a contractual agreement which results in a joint venture where legal responsibility for the contract is shared by all contractors in the joint venture will be considered. Joint ventures that have not done work together will be considered.

Q33. From Nick Tan, Liberty Mutual Surety, e-mail dated 4/7/04:

What obligation does any contractor have to bid on any individual task order under this MATOC Contract?

A33. The FAR envisions an awardee under the MATOC to submit a proposal for each task order.

Q34. From Nick Tan, Liberty Mutual Surety, e-mail dated 4/7/04:

Can the contractor withdraw from the MATOC at any time during the course of the base period or an option period for all future task orders and are there any negative implications for the contractor associated with withdrawal from this MATOC?

For example:

The Contractor decides that the MATOC is not right for him/herself or something happens to the contractor that prevents him/her from bidding any more work. Can this contractor withdraw from the MATOC? Are there any negative implications this contractor would face as a result of withdrawal?

A34. The Contractor may request to withdraw from the MATOC and the request will be reviewed by the Contracting Officer. The Contracting Officer will evaluate the Contractor's performance of every contract.

Q35. From Nick Tan, Liberty Mutual Surety, e-mail dated 4/7/04:

Can you please explain what the \$3,000,000 bid bond guarantees? How is this amount determined? In what situation would the US Army Corps of Engineers call on this bond?

A35. Reference FAR 28.101-2(b) and FAR 28.001. The amount of the bid guarantee is stated in Section 00100, "S-28.3 Penal Sum and Form of Offer Guarantee." The following formula was used in determining the amount:

Max Contract Amount/Total Number of Contract Periods/Total Number of Awards * 20%

Max Contract Amount = \$175,000,000

Total Number of Contract Periods = 4 = Base Period + 3 Option Periods

Total Number of Awards = 3

$\$175,000,000 / 4 / 3 * .20 = \$2,916,666.67$

rounded = \$2,916,667

The Government reserves the right to exercise the bid bond to ensure fulfillment of the contractor's obligations, if warranted.

Q36. From Nick Tan, Liberty Mutual Surety, e-mail dated 4/7/04:

Are individual bid bonds going to be required for the individual task orders released through this MATOC?

A36. No.

Q37. From Nick Tan, Liberty Mutual Surety, e-mail dated 4/7/04:

Is the US Army Corps of Engineers going to require any "blanket" performance or payment bonds that do not guarantee any particular task order? What do these "blanket" bonds guarantee and in what instance can the US Army Corps Of Engineers call this bond?

A37. Reference Section 00800, Special Contract Requirement S-28.11 Performance and Payment Bonds for Indefinite Quantity Contracts. The performance and payment bond required within fourteen days after the date of contract award will fulfill the requirement stated in Section 0700, FAR Clause 52.228-15. The bonds will fulfill the contractor's obligations under an awarded task order if the contractor will not be able to provide the additional bonding as required.

Q38. From Nick Tan, Liberty Mutual Surety, e-mail dated 4/7/04:

Can you please clarify the length of time that the surety has liability under the \$2.9mm bid bond? Is it out there for the entire length of the contract (including any option periods) or does the liability on this bond end when the first task order is awarded?

A38. The offer guarantee duration should match the contractor's proposal acceptance period as set forth in the solicitation.

Q39. From Nick Tan, Liberty Mutual Surety, e-mail dated 4/7/04:

If the Surety decides to stop providing bonds to a contractor, can any/all existing bid, payment and performance bonds be replaced by a new Surety?

A39. Reference FAR 28.106-2 Substitution of surety bonds.